

AGREEMENT
BETWEEN
BOROUGH OF HOPATCONG
AND
THE POLICEMAN'S BENEVOLENT
ASSOCIATION, LOCAL 149
(HOPATCONG UNIT)

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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PREAMBLE

THIS AGREEMENT, made this 1st of January, 2009, by and between the BOROUGH OF HOPATCONG, a body politic and corporation of the State of New Jersey, hereinafter referred to as "The Borough", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 149 (HOPATCONG UNIT) hereinafter referred to as the "Association".

WHEREAS, the Borough and the Association recognize it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties so continuous and efficient service will be rendered to and from both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The Borough recognizes the Association as the exclusive collective negotiations agent for the following Employees of the Police Department of the Borough of Hopatcong: Patrolmen, Sergeants, Lieutenants and Captains.

ARTICLE II

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Association shall have the right to determine such members of the Association as it deems reasonably necessary as Association representatives.

B. The Borough agrees to make available to the Association all public information concerning the financial resources of the Borough, and other public information which may be necessary for the Association to process any grievance or negotiation.

C. Authorized representatives of the Association shall have the right to enter the areas in and around the portion of the Hopatcong Municipal Building reserved for Police

work during working hours for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement or to transact official Association business, so long as such visits do not interfere with the work being performed for the safety of officers or with proper service to the public, and further provided it is appropriately scheduled with the Borough Administrator's office and the Chief of Police.

D. Whenever any representative of the Association or any other Employee in its bargaining unit is mutually scheduled by the parties to participate during regular working hours in negotiations, grievance proceedings, conferences or meetings, the Employee shall suffer no loss in pay.

E. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

F. The Borough further agrees that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey. The Association agrees to represent the interest to all Employees without discrimination and without regard to employee organization membership. The Association further agrees not to engage in any conduct in violation of N.J.S.A. 34:13A-5 (b).

G. No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

H. The Borough agrees to post a copy of the work record used for calculating pay for members of the bargaining unit, such record to indicate the hours worked and the rates of pay for each member. The copy shall be posted in a convenient location in the Police area no later than the day on which the checks are issued. If the Borough revises the payroll procedure to indicate this information on regular paychecks, then such posting shall not be required.

ARTICLE III

MANAGEMENT'S RIGHTS

A. The Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

B. It is mutually understood and agreed that the Borough retains the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, demoting, transferring between divisions and assignment of Employees to work; to determining the standards of services to be offered by its agencies; to take necessary actions in emergencies; to determine the standard of selection of employment; to maintain the efficiency of its operations and the technology of performing its work to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations and to determine the content of job classifications. This clause is subject to Civil Service Rules and Regulations and any other applicable law and provision of this Agreement.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify, existing applicable provisions of State or Federal laws or regulations.

ARTICLE IV

RIGHTS OF EMPLOYEES

A. Members of the force hold a unique status as public Officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality. The security of the community depends to a great extent on the manner in which Police Officers perform their duty, and their employment is thus in the nature of a public trust. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts, and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by Superior Officers designated by the Chief of Police and the governing body. In an effort to insure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably appraise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative. The proceeding shall not be delayed for more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

B. Under no circumstance shall the Borough offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

ARTICLE V

WORK DAY, WORKWEEK AND OVERTIME

A. The Patrol Division shall work a "Pitman Work Schedule" consisting of twelve (12) hour workdays (including appropriate meal and rest periods) as follows: two (2) days on - two (2) days off; three (3) days on - two (2) days off; two (2) days on - three (3) days off. The shift start-times and end-times for the Pitman Work Schedule shall be at 8:00 +/- one (1) hour. Effective January 1, 2010, Patrol Officers and Sergeants who are not assigned to the "Pitman" schedule who work an 8-hour work day shall be required to work an additional 116 hours per year.

B. "Pitman Time Bank" - On the Pitman Schedule an officer will work a twelve (12) hour day schedule, which is eighty-four (84) hours in a two (2) week period over the course of a fifty-two (52) week work year equaling 2196 hours worked.

Pitman work year (-) Current work year (=) Pitman time hours

$$2196 \text{ hrs.} \quad 2080 \text{ hrs.} \quad = \quad 116 \text{ hrs.}$$

The one hundred sixteen (116) hours will be known as "Pitman Time." Unlike "compensatory time" (calculated at 1.5 per hour), "Pitman Time" will be calculated at an hour for hour rate. The "Pitman Time" will be placed in a "Pitman Time Bank" not to exceed four hundred (400) hours, which can be carried year-to-year like "compensatory time." Effective January 1, 2010, officers will no longer accrue "Pitman Time." However, they shall maintain their "Pitman Time" banks as of December 31, 2009.

C. Should it become necessary for an Officer to appear in Superior, County, Municipal, or other Court, on official business, at times other than his regularly scheduled duty time, such Officers shall receive compensation at the rate of time and one-half (1-1/2) for each hour worked. In lieu of cash payment, all Officers may opt for compensatory time off at the same rate. Such time may be taken only when approved and scheduled by the Chief of Police or his

designee so as not to interfere with departmental operations, and may only be given when requested by the eligible Officer.

D. Officers regularly assigned to detective work shall receive annually, in addition to their regular compensation, \$1800.00 per year, which shall be prorated if the assignment is for less than the full year. Said compensation shall be paid with, and be considered a part of, their base rate of pay for all purposes. Detectives shall be entitled to the same overtime compensation provided to other officers pursuant to the provisions of this Article V.

E. The terms "assignment to detective work" and "assigned to detective work" means on a regular basis, not just for a day or a week. If an Officer is assigned to detective work for just a few hours or just a day, he shall still be eligible for any overtime compensation to which he would be eligible as an Officer. The use of these terms is not to be used to prevent an Officer whose regular work is that of patrol for obtaining the benefits normally due him, but is meant to apply only to those whose regular assignment is detective work as opposed to any other Police assignment.

F. If an Employee who is eligible for call-out time compensation is called out for emergency work, the Employee shall be eligible for a minimum of three (3) hours of work at the appropriate overtime rate. An Employee may request to leave earlier than three (3) hours, but in such case the Employee shall only be paid for the time actually worked.

G. The term "call out" is applied to all times a Police Officer is called upon at his home or otherwise, to come on duty during times the Police Officer is not already scheduled to work, including having to appear in State, County, Municipal, or other Court.

H. All employees are required to make an effort to determine if their appearance in Court is actually required. All employees shall check to determine if a previously scheduled Court appearance is actually required in accordance with the procedure currently established of checking

at approximately 4:30 PM on the day of the scheduled Court appearance, or a procedure in general accordance with that established by the Chief of Police.

I. Effective July 1, 2005, officers engaged in work for which' compensation is paid through an established escrow account pursuant to Hopatcong Ordinance #23-2005, shall receive a flat rate of \$50.00 per hour.

J. With respect to sick leave, holiday leave and vacation leave benefits, all leave benefit days as defined in Article VI, Article X and Article XI herein, shall be calculated as eight (8) hours periods for Pitman Work Schedule purposes. As an example, an employee eligible for fifteen (15) days of sick leave under the current schedule (Appendix A) shall be eligible for 120 hours of sick leave under the Pitman Schedule.

ARTICLE VI

SICK LEAVE AND BEREAVEMENT LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All Employees shall be entitled to sick leave with pay based on their aggregate months of service.

2. Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for short periods when the presence of the Employee is necessary to care for the family due to illness or injury. Further, sick leave may be used for a short period in addition to the bereavement leave provided, because of death in the Employee's immediate family as defined below. For the purposes of sick leave family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, or grandfather.

B. AMOUNT OF SICK LEAVE

1. Sick leave will be provided at a rate of 10 hours for each full month of service during the first year of employment. For each year thereafter sick leave shall be accumulated at the rate of 120 hours per year.

2. Sick leave that is not used during a calendar year shall accumulate from year to year.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an Employee is to be absent for reasons that entitle him to sick leave, the Chief of Police or the Chief's designee shall be notified prior to the Employee's starting time.

2. Failure to so notify the Chief of Police or the Chief's designee may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days may constitute grounds for discipline, up to and including discharge, subject to applicable law.

D. VERIFICATION OF SICK LEAVE

1. Employee who shall be absent on sick leave for three (3) consecutive or more working days or who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year shall submit acceptable medical evidence substantiating the illness for any additional sick leave in that year. The Borough may require proof of illness of an Employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave may cause the Employee to be subject to disciplinary action including suspension and/ or dismissal in accordance with applicable law.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required.

3. The Borough may require an Employee who has been absent because of personal illness, as a condition of return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the Employee is capable of performing his normal duties and that return will not jeopardize the health of other Employees.

4. Any Employee absent from work on either the Employee's last scheduled working day before the celebration of a holiday (special leave day) or before a scheduled vacation day or on the Employee's next scheduled working day following the celebration of a holiday (special leave day) or following a vacation day, may be required to submit proof of illness from a physician.

E. Employees covered by this Agreement shall receive compensation for accumulated sick leave upon retirement, provided they meet the following criteria:

1. The Employee must have at least twenty-five (25) years of service as is defined by the New Jersey Police and Fire Pension laws at the time of retirement.

2. The maximum amount of payment shall not exceed Fifteen Thousand (\$15,000.00) Dollars.

Computation of payment shall be as follows:

a. The first one hundred (100) days of accumulated sick leave - twenty-five (25%) percent of average daily pay.

b. Next one hundred (100) days of accumulated sick leave - thirty (30%) percent of average daily pay.

c. All days over two hundred (200) days of accumulated sick leave - forty-two (42%) percent of average daily pay.

3. Payment may be made in up to three (3) annual installments at the option of the Mayor and Council.

4. Average daily pay shall be computed by dividing the annual base salary by the number of hours of work on an annual basis times the number of hours of work in a standard work day. Annual base salary shall be that salary paid during the Employee's last twelve (12) months of employment.

F. BEREAVEMENT LEAVE

1. In case of death in the immediate family, an Employee shall be granted up to three (3) days bereavement leave.

2. Immediate family shall be defined as the Employee's husband, wife, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, or sister-in-law, grandmother and grandfather.

3. Reasonable verification of the event is required by the Borough.

4. Although bereavement leave is not sick leave, in the event of a death in the immediate family sick leave may be used for a period to supplement bereavement leave, as provided in Paragraph A, Section 2 of this Article.

ARTICLE VII

INSURANCE

A. The following insurance or equivalent will be provided for the Police Officers by the Borough:

1. Medical insurance benefits currently provided under the North Jersey Municipal Employees Benefit Fund.

2. Life Insurance and Accidental Dismemberment Policy.

3. Employees who wish to have coverage for their children between the age of nineteen (19) and twenty-three (23) who attend an institution of higher learning may have these child(ren) covered by the Borough's insurance policies so long as the employee pays the full increased premium cost for such coverage.

4. Each active permanent Police Officer shall be covered by a \$6,000 Life Insurance policy that will continue, in full effect, after the Police Officer retires. Life insurance coverage is reduced to \$3,000.00 Dollars upon Police Officer reaching 70 years of age. In addition, each permanent active Police Officer shall be covered by an Accidental Death and Dismemberment insurance policy.

5. New Hire Insurance

Employees hired on or after January 1, 2005 shall be entitled to enroll in the Borough's Aetna Point of Service group insurance plan (or equivalent as defined herein) with single or dependent coverage at no cost to the employee or in the Borough's United Health Care Traditional ("Traditional Plan") group insurance plan (or equivalent as defined herein) with single coverage at no cost to the employee. New-hires desiring to cover dependents in the Borough's Traditional Plan shall be required to pay the Borough, via bi-weekly payroll deduction, for fifty (50%) of the difference between the cost of single-level coverage and the cost of applicable family plan.

6. Dental Insurance -- Effective January 1, 2006, Association bargaining unit members shall be eligible to participate in the Borough's Dental Insurance Plan with no cost/contribution from unit members.

7. Worker's Compensation.

B. Change in Insurance Carrier—The Borough may change insurance carrier(s) so long as the new insurance carrier provides substantially equal or better benefits. In the event a change in insurance carriers is contemplated, the Borough agrees to provide reasonable notice to

the Association of said contemplated change and shall permit the Association to meet and confer with Borough officials and/or representatives of the insurance carrier to discuss the proposed modification(s).

C. Effective January 1, 2010, all active bargaining unit members shall be required to share in the cost of health insurance premiums. Employees with "single only" coverage shall contribute \$10.00 per pay period. Employees with dual coverage, i.e., family, employee/spouse, and parent/child, shall contribute \$20.00 per pay period. These contributions shall be pre-tax when deducted from the employee's regular pay and subject to the Borough's IRC Section 125 Plan for tax purposes only. If premium sharing is mandated by statute, the statutory amount shall replace the contractual amount when the State requirement becomes effective for this bargaining unit.

LIABILITY

Cardiac failure on or off the job shall be construed as occurring on the job for any purpose including compensation when the Employee has completed an Employer provided physical examination within one (1) year of the incident.

ARTICLE VIII

WORKERS' COMPENSATION

A. Employees entitled to receive Worker's Compensation Insurance shall be paid their regular salary. The time during which the Employee receives Worker's Compensation Insurance shall not be charged against his sick leave or vacation time,

B. The Borough will continue to pay at his regular rate of pay any Officer who is injured on the job. This payment will continue until the Officer is able to return to his regular duties. Any worker's compensation received will be returned to the Borough to offset the payment of his salary by them. The injured Officer will not be required to use any sick leave in

connection with his injury. If it is determined that his injury is a permanent injury and work related and the Officer is unable to return to the Police profession, he will be paid by the Borough and/or the official insurance carrier until such time as he is able to retire under the disability pension.

ARTICLE IX

PERSONAL AUTO USE AND MEALS

A. Police Officers shall be compensated at the IRS rate for mileage for using their personal vehicles for attendance at required Police schools, or on other approved official Police business approved by the Chief of Police. This shall apply as of January 1, 2003.

B. All Officers assigned out-of-town during normal meal hours shall be reimbursed by the Borough, \$6.00 for breakfast, \$10.00 for lunch, and \$14.00 for dinner. The Officer may opt instead to receive \$10.00 per meal. This shall apply as of January 1, 2003.

C. All employees shall receive training meal reimbursement payment within forty-five (45) days from the date the employee submits supporting documentation/ receipts.

ARTICLE X

HOLIDAYS

A. Due to the nature of the work of the Police Department, all members of the bargaining unit shall receive no official holidays with pay but shall receive in lieu of paid holidays, thirteen (13) eight (8) hour Special Leave Days per year totaling 104 hours. Special Leave Days as provided in this section shall not be carried to the next calendar year. Any Special Leave Days not taken nor compensated for within a calendar year shall be compensated for by payment at straight time rate and included with the payment for the last pay period of that calendar year.

B. If the number of holidays given to other Borough Employee groups by the Borough, and by no other legal entity, exceeds 13 in a calendar year, members of the bargaining unit shall receive the same additional time as Special Leave.

C. Employees shall have the right to sell back holidays to the Borough.

Each holiday shall be worth one (1) day's compensation for the Employee exercising said option.

The Borough shall pay for Holidays by the first regular payroll date in the month of December of each year. While the sell back option is in the sole discretion of the Employee, no Employee shall be permitted to convert more than seven (7) days to cash payment in any single year.

ARTICLE XI

VACATIONS

A. Employees shall be granted vacation leave based on the following schedule:

<u>Complete Years of Continuous Service as of December 31 of the Year</u>	<u>Vacation Leave Granted for the year</u>
One (1) or less	8 hours for each full month employed during a calendar year
Two (2) to Nine (9) Inclusive	112 hours
Ten (10) to Fourteen (14) Inclusive	136 hours
Fifteen (15) to Nineteen (19) Inclusive	176 hours
All Over Twenty (20) Years	216 hours

B. Vacation benefits shall be computed as of January 1st of the calendar year. New Employees hired after January 1st of the calendar year shall accrue 8 hours of vacation benefit for each full month of service during the calendar year. Employees on the payroll as of January 1st of any calendar year shall on that January 1st be credited in advance with vacation entitlement in accordance with the foregoing Schedule, provided however, that if the Employee works less than twelve (12) months in the calendar year, the Employee is only entitled to a pro rata share of such vacation entitlement. Any Employee who has used more vacation time than the Employee is entitled to at the time of severance shall have an amount equal to the daily rate of pay deducted

from the Employee's final pay for each day of vacation used in excess of the number of days to which the Employee is entitled.

C. The Borough shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

D. Assignment of vacation shall be on the basis of seniority, except as modified in Section E, F and G below.

E. The number of officers per category, as indicated in this Section, allowed to be on vacation at any one time shall be determined by the Chief of Police:

1. Patrol Officers
2. Detectives
3. Sergeants
4. Superior Officers

F. Request for vacations shall be made submitted by March 31st for seniority to be used in assignment priority. After March 31st of each year all vacation requests will be assigned on a first come first serve basis, except as modified by Section E, above.

G. All requests for vacation shall be made at least ten (10) days prior to the requested date so as to allow for scheduling.

H. An employee may arrange to change a scheduled vacation only with the written approval of the Chief of Police.

I. All vacation days must be taken during the calendar year unless it is determined by the Chief of Police and agreed to by the Borough Administrator, that due to pressure of work or illness the time cannot be taken. Any such vacation time approved to be carried over to the next calendar year must be utilized during the first quarter of said next succeeding year. Any unused

vacation time not approved for carry over shall be deducted from the employee vacation account without compensation.

ARTICLE XII

PROFESSIONAL DEVELOPMENT OF POLICE

A. Members of the bargaining unit shall receive additional compensation for college credits acquired in pursuit of an Associate Degree in law enforcement, or a Bachelor's Degree in law enforcement, up to a Maximum of Sixty (60) credits or the number of credits required to attain an Associate's Degree, whichever is greater. Pay will be at the rate of \$18.00 per credit payable in increments of ten (10) credits. Effective January 1, 1988, new Employees will be eligible for compensation on the condition that the Employee completes three (3) credits per year.

B. To be eligible the Employee must receive a grade of at least C.

C. Compensation for college credits will be paid in a lump sum payment on or before the first pay period in May of each year and will include credits acquired prior to January 21st. The Employee must provide notice to the Chief of Police by December 31st of the Employee's total anticipated credits so that money can be provided in the budget. Verified vouchers are to be submitted by March 1st.

D. Upon attaining of a Bachelor's Degree the annual educational differential shall be \$1500.00.

ARTICLE XIII

SALARIES

A. All salaries and increases are set forth in Appendix "A" attached hereto and made a part hereto including ranges for classifications specifying minimum and maximum rates.

B. All Employees covered by this Agreement who have completed twenty-

three (23) years of service as is defined by the New Jersey Police and Fire Pension laws shall receive a Senior Officer Differential. Senior Officer Differential shall be \$500.00 per year. It shall be paid with, and considered a part of the Employee's regular rate of compensation for all purposes.

ARTICLE XIV

EQUIPMENT ALLOWANCE

A. Employees covered by the collective bargaining agreement shall receive an annual Equipment Allowance in the amount of Seven Hundred Twenty-Five (\$725.00) Dollars.

B. All items purchased by way of the Equipment Allowance shall be the permanent property of the Borough of Hopatcong.

C. Effective January 1, 2003, the Borough will pay for body armor every five (5) years to a maximum of \$800.00. Any costs for the armor in excess of \$800.00 shall be the obligation of the Employee. The Borough shall replace armor damaged in the line of duty and said armor shall become the property of the Borough.

ARTICLE XV

LONGEVITY ADJUSTMENT

Effective on the first pay period after the anniversary date of an Employee's appointment, said Employee's wages shall reflect an additional percentage increase as follows:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE INCREASE (%)</u>
Five (5) Years Service	1
Ten (10) Years Service	3
Fifteen (15) Years Service	5
Twenty (20) Years Service	7

Longevity shall be paid with, and considered a part of the base rate of compensation for all purposes.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote Employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the rights of any Employee having a grievance to discuss the matter informally with the Chief of Police and having the grievance adjusted without the intervention of the Association. Any Employee wishing to process the Employee's own grievance may do so, but no settlement shall be made inconsistent with the terms of this Agreement.

B. DEFINITION

The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the Employees including disputes over matters of minor discipline (minor discipline is defined as those disciplinary actions wherein the penalty is less than six (6) days of fine or equivalent suspension or any lesser penalty). It is expressly understood, however, that no grievance may proceed beyond STEP ONE herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement. It is further understood that disputes concerning terms and conditions of employment governed by statute or

administrative regulation, incorporate by reference in this Agreement either expressly or by operation of law, shall not be processed beyond STEP ONE herein.

C. PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. The parties may agree in writing to extend the time limits set forth herein. The Employee may process a grievance through any or all of the following steps without the Association if the Employee chooses. If the Employee does process a grievance without the Association, then the Employee shall substitute for the Association in the following steps:

STEP ONE

The aggrieved Employee and the Association representative shall present the Employee's grievance to the Employee's immediate supervisor within ten (10) calendar days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Employee within three (3) calendar days.

STEP TWO

If the grievance has not been settled, it shall be reduced to writing stating the nature of the grievance and the remedy being sought and presented by the Association representative to the Chief of Police within five (5) calendar days after the supervisor's response is due. The Chief of Police shall respond to the Association representative in writing within five (5) calendar days.

STEP THREE

If the grievance still remains unadjusted or unanswered by the Chief of Police it shall be presented by the Association representative to the Borough Administrator by serving the same upon the Borough Clerk in writing within seven (7) calendar days after the response of the Chief of Police is due. The Borough Administrator shall respond in writing to the Association

representative within ten (10) calendar days unless extended by mutual consent. Should the grievance not be settled by STEP THREE, if the aggrieved is a permanent Employee, he shall have the right to elect to pursue the remedies offered by the Civil Service Act, providing appeal is made to Civil Service within five (5) days of receiving the Borough Administrator's response. If Civil Service remedies are pursued, arbitration pursuant to STEP FOUR shall be precluded. Likewise, if arbitration pursuant to STEP FOUR is pursued, Civil Service remedies are precluded,

STEP FOUR — ARBITRATION

1. If the grievance is not settled to the aggrieved Employee's satisfaction at STEP THREE, the Association may refer the matter to binding arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) calendar days after the determination by the Borough Administrator.
2. The Arbitrator selected pursuant to the procedure of the Public Employment Relations Commission, shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and of the United States, and decisions of the Courts of the State of New Jersey and the United States, and shall be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the Arbitrator shall indicate in detail his findings of fact and reasons for making the Award. The Arbitrator shall be guided by and shall be bound by the rules of the Public Employment Relations Commission. The decision and Award of the Arbitrator shall be final and binding upon the parties subject to applicable judicial or administrative proceedings.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been

waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XVII

MAINTENANCE OF STANDARDS

A. All rights, privileges and benefits existing prior to this Agreement are retained with the following exceptions:

1. Those benefits abridged or modified by this Agreement.
2. Those changes in benefits which are not substantial and unreasonable.

B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVIII

POLICE SERVICES

All requests for services of Police Officers while off duty that may be addressed to the Borough shall be forwarded to the Police Department for posting. The law enforcement Officer while so employed shall be treated in all respects as an Employee of the Borough.

ARTICLE XIX

REPLACEMENTS

- A. Full time Employees covered by this Agreement shall not be replaced by non-police officers, part-timer or other personnel.
- B. Posts presently filled by a full-time Employee covered by this Agreement shall not be covered by any non-Police Officer, part-timer or other personnel.
- C. Nothing in this Article shall prevent the Chief of Police from employing Special Police Officers for Emergency Management purposes as is defined by law, for unique, unforeseeable events, or to operate solely within the Borough Parks System as Park Police, as supplements to regular Police Personnel.

ARTICLE XX

PERSONNEL FILES

- A. A separate personal history file shall be established and maintained for each Employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.
- B. Any member of the Police Department may, by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.
- C. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.
- D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. Any provisions of this Agreement found to be in violation as outlined in Paragraph A, above, shall be subject to renegotiation by the parties, but only to the end of insuring that such provisions are not in contradiction of any such aforementioned legislation or order and not to increase benefits. Where the provisions cannot be amended to make them conform to law or to any order as outlined in Paragraph A above, they shall be completely deleted from the Agreement.

ARTICLE XXII

FULLY-BARGAINED PROVISIONS AND FUTURE NEGOTIATIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. The parties agree that during the term of this agreement they shall meet periodically in a good faith attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance. If agreement is reached between the parties as to any

such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same.

ARTICLE XXIII

TERM AND RENEWAL

The term of this Contract shall be from January 1, 2009 through December 31, 2012, subject to a written notice from either party to the other of the desire to change or amend this Agreement. The other party must receive written notice not later than 165 days prior to the Borough's required budget submission date. The foregoing reference is derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of a February 10 required budget submission date for municipalities such as the Borough. The foregoing is subject to PERC statutes, rules and regulations.

ARTICLE XXIV

DISCIPLINARY ACTION

Binding arbitration of disciplinary disputes shall be available only to the extent it is permissible under current statutes, regulations and/or judicial decisions binding upon the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and Seals at Hopatcong, New Jersey, this 11 day of January, 2011.

FOR THE BOROUGH:

Sylvia Petillo
Mayor
G. E. Stant
Borough Clerk

FOR THE PBA:

B. R. Miller President
Z. H. Miller VP

Appendix A

Work Day, Work Week, Salaries

A. The normal Patrol Division work tour shall be 12 hours, inclusive of appropriate meal and rest periods.

B. The normal workday shall be based upon the utilization of a 12-hour shift system in a twenty-four (24) hour day and an Employee shall not be scheduled to work more than one (1) shift per day with a minimum of 8 hours of time off between tours of work. Nothing in the foregoing shall be construed to restrict the discretion of the Chief of Police to meet the needs of the Department in emergency situations. The workweek is defined, as 84 hours every 2 weeks.

C. Salary Schedules

Schedule A (Officers hired before 1-1-2010)

POSITION	EFF. 1/1/09	EFF/1/1/10	EFF. 1/1/11	EFF. 1/1/12
PATROLMEN				
START	\$49,599	\$53,807	\$55,825	\$57,918
GRADE 5	\$59,754	\$64,823	\$67,254	\$69,776
GRADE 4	\$63,510	\$68,897	\$71,481	\$74,162
GRADE 3	\$66,464	\$72,102	\$74,806	\$77,611
GRADE 2	\$69,410	\$75,299	\$78,122	\$81,053
GRADE 1	\$79,871	\$86,646	\$89,896	\$93,267
SERGEANT				
UPON PROMOTION	\$83,021	\$90,064	\$93,441	\$96,945
SECOND YEAR	\$86,877	\$94,247	\$97,781	\$101,448

LIEUTENANT				
UPON PROMOTION	\$94,520	\$97,120	\$100,762	\$104,541
CAPTAIN				
UPON PROMOTION	\$98,310	\$101,013	\$104,802	\$108,732
SECOND YEAR	\$102,035	\$104,841	\$108,773	\$112,852

Schedule B (Officers hired on or after 1-1-2010)

POSITION	EFF. 1/1/10	EFF/1/1/11	EFF. 1/1/12
PATROLMEN			
START	\$36,000	\$37,350	\$38,751
GRADE 7	\$43,235	\$44,856	\$46,538
GRADE 6	\$50,470	\$52,363	\$54,326
GRADE 5	\$57,705	\$59,869	\$62,114
GRADE 4	\$64,940	\$67,375	\$69,902
GRADE 3	\$72,175	\$74,882	\$77,690
GRADE 2	\$79,410	\$82,388	\$85,477
GRADE 1	\$86,646	\$89,896	\$93,267
SERGEANT			
UPON PROMOTION	\$90,064	\$93,441	\$96,945
SECOND YEAR	\$94,247	\$97,781	\$101,448

LIEUTENANT			
UPON PROMOTION	\$97,120	\$100,762	\$104,541
CAPTAIN			
UPON PROMOTION	\$101,013	\$104,802	\$108,732
SECOND YEAR	\$104,841	\$108,773	\$112,852

Step movements shall be made by all Officers not already in top grade on January 1 of each year. All Officers hired after July 1, 1987 will receive the step movement on their anniversary date until the Officer reached top grade.

The Captains and Lieutenants will be eligible for overtime compensation at one and one-half (1 1/2) times their hourly rate of pay.